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the transfer of its assets, including an accumulated surplus, to its successor is considered by the Supreme Court of Wisconsin in *Huber v. Martin*, 105 Northwestern Reporter, 1031, and held to be in conflict with the constitutional inhibition against laws impairing the obligation of contracts and in violation of the provisions of the federal constitution as to the equal protection of the laws and the deprivation of property without due process of law.

Negligently Uttering Forged Note.—In *Costello v. Bardnard*, 76 Northeastern Reporter, 599, the Supreme Court of Massachusetts holds that where a person executed with a general fraudulent intent what purported to be a note of a town, unlawfully signing thereto the names of persons holding offices of selectmen and treasurer, and thereafter negligently permitted the note to pass from his control without any representation or misfeasance, he was not liable upon the note to a person who took it for value, believing it to be genuine.

Liability of Owner of Passenger Elevator.—In *Edwards v. Manufacturers' Building Co.*, 61 Atlantic Reporter, 446, the Supreme Court of Rhode Island adheres to the New York doctrine enunciated in *Griffen v. Manice*, 59 Northeastern Reporter, 925, and holds that a landlord who maintains an elevator in his private building for the use of tenants and their employees and customers is not a common carrier, and hence is not bound to the same degree of care required of a common carrier, but only to exercise reasonable care for the safety of persons using the elevator.

Alteration of Note—Interest Clause.—That the maker of a note understood that it was to carry interest is held, in *Merritt v. Dewey* (Ill.) 2 L. R. A. (N. S.) 217, not to authorize the insertion of an interest clause without the maker's consent after the execution of the note.

Custody of Children.—The right to the custody of a child in accordance with a judgment in a habeas corpus proceeding is held, in *Willis v. Willis* (Ind.) 2 L. R. A. (N. S.) 244, not affected by an appeal, although the statute provides that an appeal shall stay all further proceedings on the judgment.

Directing Verdict—Constitutional Law.—The setting aside, by an appellate court, of a verdict for plaintiff, and directing a judgment for defendant for failure of evidence, are held, in *Gunn v. Union R. Co.* (R. I.) 2 L. R. A. (N. S.) 362, not to infringe the constitutional right to due process of law and trial by jury.

Instructions—Request to Charge.—Error in refusing a request to charge is held in *Dambmann v. Metropolitan Street R. Co.* (N. Y.) 2